

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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IN RE:

ANN-MARIE WESTRIDGE

CHAPTER 7

CASE NO. 07-35257(CGM)

Debtor.

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STIPULATION AND ORDER

WHEREAS, ANN-MARIE WESTRIDGE, the debtor herein, filed a petition for relief under Chapter 13 of the Bankruptcy Code on February 27, 2007; and

WHEREAS, said case was converted to a case under Chapter 7 of the Bankruptcy Code on June 13, 2008;

WHEREAS, at the time of filing her petition, the debtor was the owner of a 2005 Dodge Neon; and

WHEREAS, DaimlerChrysler Financial Services Americas LLC (“Chrysler”) holds a perfected lien on the debtor’s vehicle and was listed as an secured creditor on the debtor’s petition; and

WHEREAS, the debtor intended to reaffirm her debt with Chrysler as indicated on her petition’s Statement of Intention; and

WHEREAS, Chrysler intended to enter into a Reaffirmation Agreement with the debtor by preparing said agreement and mailing it to debtor’s attorneys on July 2, 2008; and

WHEREAS, said Reaffirmation Agreement was sent to the debtor by her attorneys on July 10, 2008 for her signature; and

WHEREAS, debtor has performed under said Reaffirmation Agreement by continuing to make the required payments pursuant to the terms of the Agreement; and

WHEREAS, due to no fault of the debtor or Chrysler, said Reaffirmation

Agreement was not filed prior to the granting of the debtor's Discharge on September 25, 2008;
and

WHEREAS, debtor's case is still open; and

WHEREAS, without the protection of a filed Reaffirmation Agreement, the debtor's vehicle may be repossessed at any time, even with her account current, as set forth under 11 U.S.C. Section 362(c); and

WHEREAS, debtor has been unable to communicate with Chrysler concerning her account because there is no Reaffirmation Agreement filed with the Court; and

WHEREAS, Chrysler has advised debtor that it will not accredit any payments made on the debtor's credit report; and

WHEREAS, the proper accrediting on the debtor's credit report of post-petition vehicle payments is essential to the rebuilding of debtor's credit; and

WHEREAS, the parties wish to file a valid and fully enforceable Reaffirmation Agreement with the Court:

NOW, THEREFORE, it is hereby Stipulated and Agreed upon as follows:

1. Chrysler agrees to file and be bound by the terms and conditions of the Reaffirmation Agreement. See copy of fully executed Reaffirmation Agreement annexed hereto as Exhibit "A."
2. This Reaffirmation Agreement is hereby deemed to have been timely filed prior to the entry of the Court's Discharge Order, as required under 11 U.S.C. §524.
3. The debtor has read the Reaffirmation Agreement, understands the obligations created thereunder, and has voluntarily agreed to same.
4. This Stipulation does not present a hardship to the debtor, and is in the best

interest of the debtor.

5. Facsimile signatures upon this Stipulation will have the same effect as original signatures, and said Stipulation may be signed in counter parts.

Dated: Wurtsboro, New York
March 12, 2009

Dated: Wappingers Falls, New York
March 12, 2009

/s/Annmarie Westridge
ANN-MARIE WESTRIDGE

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Dated: Albany, New York
March 13, 2009

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SO ORDERED:

/s/ Cecelia Morris
UNITED STATES BANKRUPTCY JUDGE

Dated:
Poughkeepsie, New York
March 18, 2009